

Original Title Page

RECEIVED
06 AUG 17 PM 1:58
OFFICE OF THE SECRETARY
FEDERAL MARITIME COMMISSION

USL/ANL SPACE CHARTER AGREEMENT

A Space Charter Agreement

FMC Agreement No. 011921

Expiration Date: None



USL/ANL SPACE CHARTER AGREEMENT
FMC No. 011921

Original Table of Contents

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1: FULL NAME OF THE AGREEMENT	1
ARTICLE 2: PURPOSE OF THE AGREEMENT	1
ARTICLE 3: PARTIES TO THE AGREEMENT	1
ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT	1
ARTICLE 5: AGREEMENT AUTHORITY	2
ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATION OF AUTHORITY	3
ARTICLE 7: MEMBERSHIP AND RESIGNATION	3
ARTICLE 8: VOTING/VARIATION	4
ARTICLE 9: DURATION AND TERMINATION OF AGREEMENT	4
ARTICLE 10: LAW AND ARBITRATION	5
ARTICLE 11: MISCELLANEOUS	6

USL/ANL SPACE CHARTER AGREEMENT
FMC No. 011971

Original Page 1

ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of this Agreement is the USL/ANL Space Charter Agreement (the "Agreement").

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to authorize USL to charter space to ANL in the Trade (as hereinafter defined).

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement (hereinafter "Party" or "Parties") are:

1. U.S. Lines Limited ("USL")
Chancery Hall
Hamilton, HM12, Bermuda

(Hereinafter referred to as "USL" or "Vessel Provider")
2. ANL SINGAPORE Pte. Ltd. ("ANL")
70 Shenton Way
#16-04, Marina House
Singapore 079118, Singapore

(Hereinafter referred to as "ANL" or "Slot Charterer")

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

The geographic scope of this Agreement is the trade between ports in (a) Asia, (b) Australia and New Zealand, and (c) the Pacific Coast of the United States, and inland and coastal points served via such ports (the "Trade").

ARTICLE 5: AGREEMENT AUTHORITY

5.1 USL hereby agrees to charter to ANL, and ANL hereby agrees to purchase from USL, space for the movement of loaded and empty containers in the Trade on each sailing of USL's vessels (including vessels operated by others on which USL controls space) in the Trade. Such space shall be made available at such slot charter hire and on such other terms as the Parties shall agree from time to time.

5.2 ANL will not sublet any of its assigned or acquired space to any third party ocean carrier without the prior written consent of USL. USL has the right to sublet any of its assigned or acquired space to any third party without the prior consent of ANL except that any sublet by USL of assigned or acquired space to any ocean carrier entity within the CMA- CGM Group shall only be by mutual written agreement between the Parties.

5.3 The Parties are authorized to discuss and agree upon routine operational and administrative matters and related issues including, but not limited to, procedures for and allocation of space, forecasting, stevedoring and terminal operations, equipment interchange, recordkeeping, responsibility for loss, damage or injury (including provisions of bills of lading relating to same), the interchange of information and data regarding all matters within the scope of this Agreement, terms and conditions for force majeure relief, insurance, guarantees, indemnification, and compliance with customs, safety, security, documentation, and other regulatory requirements.

Original Page 3

5.4 Each Party shall retain its separate identity and shall have separate sales, pricing and marketing functions. Each Party shall issue its own bills of lading, handle its own claims and be fully responsible for cargo moved under its own bills of lading.

5.5 The Parties may discuss and agree on (a) the terms and conditions for the use of marine terminals and (b) the sailing schedules of and the ports called by the USL vessels.

5.6 ANL has the option to provide vessels in the service under this Agreement, in which case this Agreement shall be replaced by a vessel sharing agreement which shall not go into effect unless filed and effective under the Shipping Act of 1984, as amended.

ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF AUTHORITY

6.1 This Agreement shall be administered and implemented by meetings, decisions, memoranda, writings and other communications between the Parties.

6.2 The following individuals shall have the authority to file this Agreement and any accompanying materials and any subsequent modifications to this Agreement with the Federal Maritime Commission as well as the authority to delegate same: (a) any authorized officer of a Party; and (b) legal counsel for a Party.

ARTICLE 7: MEMBERSHIP AND RESIGNATION

7.1 New parties to this Agreement may be added only upon unanimous consent. The addition of any new party to this Agreement shall become effective after an amendment noticing its admission has been filed with the Federal Maritime Commission and become effective under the Shipping Act of 1984, as amended.

Original Page 4

7.2 Any Party may withdraw from this Agreement in accordance with the provisions of Article 9 hereof.

ARTICLE 8: VOTING/VARIATION

Actions taken pursuant to this Agreement or any amendment thereof shall be by mutual consent of the Parties.

ARTICLE 9: DURATION AND TERMINATION OF AGREEMENT

This Agreement shall be effective as of the date it becomes effective under the U.S. Shipping Act of 1984, as amended. It shall continue in effect indefinitely. Either Party may resign from this Agreement by giving not less than three (3) months advance written notice or such lesser period of time as the Parties may mutually agree in writing, however, first notice of termination not to be given prior to 30 November 2007. The Federal Maritime Commission shall be promptly notified of any termination date of this Agreement.

Original Page 5

ARTICLE 10: LAW AND ARBITRATION

10.1 This Agreement and all rights and obligations shall be governed by and interpreted according to English Law; provided, however, that nothing herein shall relieve the Parties of obligations to comply with the Shipping Act of 1984, as amended.

10.2 Any dispute or claim arising under this Agreement which cannot be amicably resolved by the Parties shall be referred to arbitration in London. Unless the Parties agree upon a sole arbitrator, one arbitrator shall be appointed by each Party. In case of arbitration on documents, if the two arbitrators so appointed are in agreement their decision shall be final. In all other cases the arbitrators so appointed shall appoint a third arbitrator and the references shall be to the three-man tribunal thus constituted. If either of the appointed arbitrators refuses to act or is incapable of acting the Party who appointed him shall appoint a new arbitrator in his place.

If one Party fails to appoint an arbitrator, whether originally or by way of substitution for two weeks after the other Party, having appointed its arbitrator, has (by telex, facsimile, letter or e-mail) called upon the defaulting Party to make the appointment, the President for the time being of the London Maritime Arbitrators Association shall, upon application of the other Party, appoint an arbitrator on behalf of the defaulting Party and that arbitrator shall have the like power to act in the reference and an award and, if the case so requires, the like duty in relations to the appointment of the third arbitrator as if he had been appointed in accordance with the terms of the Agreement. This Agreement is governed by English Law and shall apply to all proceedings under the terms of the London Maritime Arbitrators Association current at the time when arbitration proceedings were commenced. All appointees shall be members of the Association.

USL/ANL SPACE CHARTER AGREEMENT
FMC No. 011971

Original Page 6

10.3. Provided that where the amount in dispute does not exceed the sum of US\$50,000 (or such sum as the Parties may agree) any dispute shall be resolved in accordance with the Small Claims Procedure of the London Maritime arbitrators Association.

ARTICLE 11: MISCELLANEOUS

11.1 The Parties agree that the Slot Charterer shall not assign or transfer any of its rights or obligations hereunder without written consent of the other Party. The sub-chartering of space as permitted hereunder shall not constitute an assignment of this Agreement.

11.2 Nothing in this Agreement shall give rise to nor shall be construed as constituting a partnership, association or joint venture for any purpose or extent. Except as the Parties may otherwise agree, neither Party shall be deemed the agent of the other for the purpose of this Agreement and/or for any matters or things done or not done under or in connection with this Agreement.

USL/ANL SPACE CHARTER AGREEMENT
FMC No. 011371

Original Page 7

11.3 Any correspondence or notices hereunder shall be in writing signed by or on behalf of the Party providing it and may be served by facsimile to the contact numbers:

USL:

U.S. Lines Limited
3621 South Harbor Boulevard
Santa Ana, California 92704
Attn: Kevin Kroft, CFO
E-mail: kkroft@shipusl.com
Facsimile: 714/751-3323

ANL:

ANL SINGAPORE Pte. Ltd.
70 Shenton Way
#16-04, Marina House
Singapore 079118, Singapore
Attn: Kamlesh Devchand
E-mail: devk@anl.com.au
Facsimile: +65 6323 1373

USL/ANL SPACE CHARTER AGREEMENT

FMC No. 011871

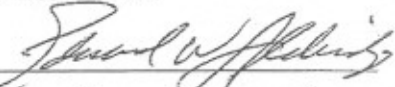
Original Signature Page

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their
duly authorized representatives as of this 16th day of August, 2006.

J S Lines Limited

ANL SINGAPORE Pte Ltd

By: 

By: _____

By: _____

Name: Edward W. Addicks

Name: _____

Name: : _____

Title: President + CEO

Title: _____

Title: _____

16 Aug 06 10:36a

John E Lines

63231073

p.1

USL/ANL SPACE CHARTER AGREEMENT

FMC No. 011971

Original Signature Page

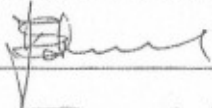
SIGNATURE PAGE


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their
duly authorized representatives as of this 16th day of August, 2006.

U.S. Lines Limited

ANL SINGAPORE Pte. Ltd

By: _____

By:  _____

By:  _____

Name: _____

Name: JOHN E LINES

Name: PATRICK VEO

Title: _____

Title: CEO

Title: DIRECTOR